



Terms of use for Forestry Commission Spatial Data

Prior to downloading the data please read the following terms of use. If you accept these terms you can proceed further dependent on registration.

1. Terms of use

The Forestry Commission creates (or derives) and then publishes a range of information and data. These Terms of Use (ToU) set out how this information and data may be used by third parties including The Forestry Commission's customers and partners.

All terms used have their normal everyday meaning unless otherwise stated.

These ToU will constitute the sole contractual agreement between The Forestry Commission and the user for the Non-Commercial use of its Data.

For further information about the use of the Data please contact the Forestry Commission's Mapping and Geodata Unit whose details are provided at the end of this ToU.

2. Using the data

Unless the Data contains, or is derived (in whole or in part) from, third party data the Data may be Used free of charge for Non-Commercial purposes by individuals or organisations. Where the Data contains, or is derived (in whole or in part) from, third party data to which the Forestry Commission holds a licence there may be additional constraints placed on your ability to use such data as described in Clause 5 below.

The Forestry Commission does not normally issue licences for Non-Commercial use unless the information is sensitive; however these ToU will apply to the use of its Data.

3. Definitions

Non-Commercial - Any purpose that is not Commercial. Examples of Non-Commercial use:

- Private study, research, criticism, news reporting and review.
- The supply of Services where there is no Financial Gain to the provider or recipient, e.g. voluntary work.
- A public body responding to enquiries under the Environmental Information Regulations (EIR), the Freedom of Information Act (FOI), the Data Protection Act (DPA) or other statutory instruments.
- A public body supplying data to another public body for the purpose of either one carrying out its public task, providing the receiving body is not using the data commercially and accepts these terms of use.

Commercial - Any Use of the Data, or the provision or receipt of a Service, that involves making a Financial Gain. The Forestry Commission's definition of Commercial applies to organisations regardless of whether they are commercial or non-commercial (eg charitable).

Financial Gain - Where there is a revenue or credit above any reasonable costs that incurred in making available or supplying a copy of the Data. This includes activities making use of the Data that leads to, or was intended to lead to, income-generating work in any way whatsoever.

Use - View, disclose, reproduce, prepare derivative works, distribute copies, quote or review.

Data - The data, documents or information (not including logos) made available by the Forestry Commission.

Service - The supply of data, documents, information, products, advice or services which incorporates or makes use of the Data.

4. General Terms

(i) Nothing in these ToU will in any way restrict your statutory rights of access to and use of the Data supplied.

(ii) By using the Data supplied you are accepting these ToU in full.

(iii) You may continue to use the Data for either a period of 1 (one) year or, if the Data contains derived data for which the licence expires sooner than one year, until this derived data licence expires.

(iv) The Forestry Commission reserves the right to terminate this agreement for the Non-Commercial use of its Data at any time. In the event of termination you shall cease to use the Data, and if we request you shall immediately either return or destroy the Data and provide us with confirmation of the action you have taken.

(v) The Data is subject to copyright protection under the Copyright Designs and Patents Act 1988.

(vi) Any product derived from or incorporating the Data must include the following statement: "Contains, or is based on, information supplied by the Forestry Commission." If the Data is derived from or includes third party data supplied by the Forestry Commission additional third party statements may also be required (see below).

(vii) The Data must be re-used accurately and not in a misleading context.

(viii) The Data has not been prepared to meet individual requirements. It is your responsibility to ensure that the Data meets your needs.

(ix) The Forestry Commission shall not in any event be liable for any loss of Data or profits or any loss of or interruption to business caused by use of this Data. The Forestry Commission does not attempt to exclude any liability that cannot legally be excluded.

(x) The Forestry Commission cannot guarantee that the Data is free of defects and you should undertake appropriate checks before use. If the Data has been supplied in an electronic format you should check it for viruses and other issues that may affect your computer.

(xi) The Forestry Commission cannot confirm that the Data in its possession will always be accurate, complete, up-to-date or valid. The Forestry Commission will take reasonable care to ensure that you are provided with an accurate copy of the Data from our records.

(xii) The Forestry Commission will not allow use of the Data in internet mapping services such as Google Earth/Maps, Yahoo Maps or Bing Maps without prior consent.

(xiii) You may pass the Data on to third parties for their non-commercial use providing the Data is accompanied by these ToU.

(xiv) The Forestry Commission reserves the right to change these Terms of Use at any time and without warning.

5. Derived Data

The Data may contain, or be derived (in whole or in part) from, third party data to which the Forestry Commission holds licence; the third party data supplier often retains rights in the Data. If this is the case the Forestry Commission will endeavour to inform you (at the time of supply) of third parties that retain rights to the Data, the appropriate third party specific terms will then apply which may be more restrictive than those applying to Forestry Commission owned Data. However, the Forestry Commission accepts no liabilities for any failure to provide a notice of such third party retained rights.

This Data contains or is derived in whole or in part from Ordnance Survey data, as such the terms of Ordnance Survey's End User Licence (EUL) will apply. The EUL at Annex A will apply to English, Welsh and GB datasets, the EUL at Annex B applies to Scottish datasets. The following statement should be added to all products:

"© Crown copyright and database right [20??] Ordnance Survey [100021242]"

If you intend to incorporate Ordnance Survey base or derived data that has been separately sourced you should add the licence numbers for each source of data to the above statement.

Where there is any conflict between the Forestry Commission's ToU and the Ordnance Survey End User Licences at Annexes A and B, the terms of Annexes A and B shall have precedence.

6. Governing Law

The validity, construction and performance of these ToU shall be governed in Scotland by Scots law and the parties submit to the exclusive jurisdiction of the Scottish Courts and in England

and Wales shall be governed by English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.

7. Contact Details

All queries relating to these terms of use should be directed to:

*Mapping & Geodata
Forestry Commission
231 Corstorphine Road
Edinburgh
EH12 7AT*

e-mail: mapping.geodata@forestry.gsi.gov.uk

Tel: 0131 334 0303

Annex A



Public Sector End User Licence

This End User Licence will take effect on click acceptance by the End User.

Background

The Supplied Data comprises, or was created using, Ordnance Survey data. This End User Licence is entered into pursuant to the Licensor's licence with Ordnance Survey, to set out the terms upon which the End User is licensed to use Supplied Data.

Definitions

Commercial Activity	means any activity which involves or is intended to involve Financial Gain.
Competing Activity	means an activity that Ordnance Survey or the Licensor notifies to the End User as being a Competing Activity from time to time.
Core Business	means any of the Licensor's public sector activity, excluding any Commercial Activity and Competing Activity.
Financial Gain	means any revenue or credit received which exceeds the incremental costs of supplying or making available to a recipient any copy of any Supplied Data. Financial Gain does not include any receipts from Statutory Charges.
End User	means you, the recipient of the Supplied Data.
End User Purpose	means the End User using the data to respond to, or interact with the Licensor to deliver or support the delivery of the Licensor's Core Business.
IPR	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Licensor	means the public body that has made Supplied Data available to the End User on the terms of this End User Licence.
Ordnance Survey	means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey whose principal place of business is at Explorer House, Adanac Drive, Southampton, SO16 0AS.

Statutory Charge	means charges which the Licensor or End User is expressly permitted to charge pursuant to a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which the Licensor or End User is subject.
Supplied Data	means the data provided by the Licensor to the End User under the terms of this End User Licence.
Term	means the period required to fulfil the End User Purpose.
Working Day	means any day other than a Saturday, Sunday or public holiday in England, Wales, Scotland or Northern Ireland.

Licence

The Licensor grants to the End User a non-exclusive, non-transferable licence (revocable pursuant to the terms of this End User Licence) to use Supplied Data for the End User Purpose for the Term.

This Licence is limited specifically to the rights granted in Clause 2.1 and subject to the obligations set out in the remainder of this Licence, in particular the End User's obligations set out in Clause 3. This Licence allows the End User personally (not any affiliated body or group) to use Supplied Data only to the extent required for the End User Purpose, but does not allow the End User to use Supplied Data for any Competing Activity.

End User's Obligations

The End User shall Use the Supplied Data exclusively for the End User Purpose and for no other purpose.

The End User shall:

- a) ensure that the Supplied Data is not copied, adapted, varied or modified except to and only to the extent to which any of those acts are expressly permitted by this Licence;
- b) ensure that it does not use the Supplied Data for any Competing Activity;
- c) not use Supplied Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Supplied Data or any person;
- d) use its best endeavours to use adequate technological and security measures Ordnance Survey or the Licensor may reasonably recommend from time to time, to ensure that all Supplied Data which the End User holds or is responsible for are secure from unauthorised use or access;
- e) notify the Licensor and/or Ordnance Survey as soon as it suspects any infringement of Ordnance Survey's IPR and give the Licensor and Ordnance Survey all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use; and
- f) not alter or remove any of the Ordnance Survey copyright / database right notices and licence numbers which are shown on the Supplied Data.

This End User Licence does not give the End User the right to sub-license, distribute, sell or otherwise make available the Supplied Data to third parties save where expressly permitted in writing by the Licensor and Ordnance Survey.

Termination

Either party may terminate this End User Licence with immediate effect at any time by giving notice to the other party in writing. The End User acknowledges that the Licensor will terminate this End User Licence in the event that the Licensor's licence with Ordnance Survey is terminated or expires.

In the event of termination or expiry of this End User Licence, the End User shall within 30 days of such termination or expiry destroy (or at Ordnance Survey's or the Licensor's option return) all the Supplied Data in any media which it holds or for which it is responsible (including any Supplied Data embedded in any other material) and provide, at Ordnance Survey's or the Licensor's request, a sworn statement by a duly authorised person that it no longer holds any Supplied Data.

Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1, 3.2 d) and e), 4.2, 4.3, 5, 6, 8, 10, 11 and 12) shall continue in full force and effect notwithstanding such termination or expiry.

Limitation

Subject to Clause 5.2, nothing in this Licence shall make the Licensor liable in contract, tort (including without limitation negligence, pre-contractual or other representations) or otherwise arising out of or in connection with this Licence for:

- a) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
- b) any loss of goodwill or reputation;
- c) any special, indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of this Licence.

Nothing in this Licence shall exclude or limit liability of a party for death or personal injury resulting from the negligence of that party or its servants, agents or employees or for fraudulent misrepresentation.

The Licensor and Ordnance Survey exclude to the fullest extent permissible by law all express or implied warranties.

Subject to Clause 5.2, the Licensor's total liability in this Licence in aggregate shall not exceed any sum paid by the End User for the Supplied Data.

Indemnity

The End User shall indemnify and keep indemnified the Licensor and/or Ordnance Survey against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against the Licensor and/or Ordnance Survey in respect of any loss or damage and against all costs and expenses reasonably incurred in dealing with or in settling such demands, liabilities, claims or proceedings arising from the acts, omissions or defaults of the End User relating to this Licence or from the breach of any provision of this Licence by the End User except to the extent that any such liability is directly attributable to any negligent act of the Licensor.

The Licensor shall use reasonable endeavours to notify the End User as soon as practicable of any demand or claim made, or proceedings brought against the Licensor in respect of any relevant loss or damage.

Variation

The Licensor shall be entitled to vary this End User Licence with immediate effect by giving notice in writing to the End User.

Auditing

Upon Ordnance Survey's or the Licensor's written request, the End User shall provide written evidence of compliance with its obligations under this End User Licence.

The End User shall maintain accurate and complete records of its use of the Supplied Data. Ordnance Survey and/or the Licensor (and their respective representatives) have the right on reasonable notice during business hours to enter the End User's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the End User's compliance with this End User Licence and to take copies of any necessary records. The End User shall, at its expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the Licensor with all reasonable assistance to enable such inspection, auditing and copying to take place.

The End User will comply with reasonable measures stipulated by Ordnance Survey or the Licensor as a result of any audit.

Assignment, subcontracting and sublicensing

Except as agreed in writing by Ordnance Survey, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this End User Licence.

Contracts (Rights of Third Parties) Act 1999

Subject to Clause 10.2, a person who is not a party to this End User Licence has no right under the *Contracts (Rights of Third Parties) Act 1999* to enforce or enjoy the benefit of any term of this End User Licence.

Ordnance Survey shall be entitled to the benefit of the terms of this End User Licence and the rights to enforce such terms under the *Contracts (Rights of Third Parties) Act 1999*.

Waiver

The waiver on a particular occasion by either party of rights under this End User Licence does not imply that other rights will be waived. No delay in exercising any right under this End User Licence shall constitute a waiver of such right.

Governing Law and Jurisdiction

This End User Licence is governed by the law of England and Wales and both parties submit to the exclusive jurisdiction of the English courts.

Annex B



Public Sector (Scotland) End User Licence

This End User Licence will take effect on click acceptance by the End User.

Background

The Licensor is a Public Body licensed by Ordnance Survey to use Supplied Data upon particular terms. This End User Licence is entered into pursuant to the Licensor's licence with Ordnance Survey, to set out the terms upon which the End User is licensed to use Supplied Data

Definitions & Interpretation

Commercial Activity	means any activity which involves or is intended to involve Financial Gain.
Competing Activity	means an activity that has been determined as a competing activity, or is in the process of being reviewed, pursuant to the terms of the licence between Ordnance Survey and the Licensor.
Core Business	means any of the Licensor's public sector activity, excluding any Commercial Activity and Competing Activity.
Financial Gain	means any revenue or credit received which exceeds the incremental costs of supplying or making available to a recipient any copy of any Supplied Data. Financial Gain does not include any receipts from Statutory Charges.
End User	means you, the recipient of the Supplied Data.
End User Purpose	means the End User using the data to respond to, or interact with the Licensor to deliver or support the delivery of the Licensor's Core Business.
IPR	means intellectual property rights, including copyright, patent, trade mark, design right, database rights, trade secrets, know how, rights of confidence and all other similar rights anywhere in the world whether or not registered and including applications for registration of any of them.
Licensor	means the public body that has made Supplied Data available to the End User on the terms of this End User Licence.
Ordnance Survey	means the Secretary of State for Business, Innovation and Skills, acting through Ordnance Survey whose principal place of business is at Explorer House, Adanac Drive, Southampton, SO16 0AS.

Statutory Charge	means charges which the Licensor or End User is expressly permitted to charge pursuant to a formal written enactment of a legislative authority that governs the United Kingdom of Great Britain and Northern Ireland, Scotland, Wales, and/or Northern Ireland to which the Licensor or End User is subject.
Style Guide	means the then current version of the style guide available on Ordnance Survey's Website including electronic artwork and requirements as to the use of acknowledgements of copyright and database right ownership.
Supplied Data	means the data provided by the Licensor to the End User under the terms of this End User Licence.
Term	means the period required to fulfil the End User Purpose, which shall under no circumstances exceed the duration of the licence between Ordnance Survey and the Licensor.
Use	means copying, using and/or amending whether in electronic or paper form, only to enable the End User to undertake the End User Purpose and Using shall have an equivalent meaning.
Website	means the website http://www.ordnancesurvey.co.uk or such other website as Ordnance Survey determines from time to time.

In this End User Licence, unless the context otherwise requires:

words in the singular include the plural and vice versa;

references to: a) a Clause or Appendix are to a clause or appendix of this End User Licence; b) a party are to a party to this End User Licence; and c) a statute or statutory provision include any amendment, extension or re-enactment of such statute or provision.

Licence

In consideration of the acceptance by the End User of the terms of this Licence offered by the Licensor, the Licensor grants to the End User a non-exclusive, non-transferable licence (revocable pursuant to the terms of this End User Licence) to Use Supplied Data for the End User Purpose for the Term.

This Licence is limited specifically to the rights granted in Clause 2.1 and subject to the obligations set out in the remainder of this Licence, in particular the End User's obligations set out in Clause 3. This Licence allows the End User personally (not any affiliated body or group) to use Supplied Data only to the extent required for the End User Purpose, but does not allow the End User to use Supplied Data for Commercial Activity and/or any Competing Activity.

End User's Obligations

The End User shall Use the Supplied Data exclusively for the End User Purpose and for no other purpose.

The End User shall:

- d) ensure that the Supplied Data is not copied, adapted, varied or modified except to and only to the extent to which any of those acts are expressly permitted by this Licence;
- e) ensure that it does not use the Supplied Data for any Commercial Activity and/or for a Competing Activity;
- f) not use Supplied Data for any illegal, deceptive, misleading or unethical purpose or otherwise in any manner which may be detrimental to the reputation of Supplied Data or any person;
- g) use its best endeavours to use adequate technological and security measures Ordnance Survey or the Licensor may reasonably recommend from time to time, to ensure that all Supplied Data which the Licensor provides the End User and which the End User holds or is responsible for are secure from unauthorised use or access;

- h) notify the Licensor and/or Ordnance Survey as soon as it suspects any infringement of Ordnance Survey's IPR and give the Licensor and Ordnance Survey all reasonably required assistance in pursuing any potential infringement or remedying any unauthorised use;
- i) ensure that any copy protection measures are not altered;
- j) include a background watermark to identify the source of the Supplied Data on any electronic copies of the Supplied Data at map scales of 1:10 000 or larger scale and any Addressing datasets. The watermark must appear at least once and cover at least 10% of the map image reproduced;
- k) ensure that acknowledgements of copyright and database right ownership and any licence number provided with the Supplied Data are included in a conspicuous position in all copies of Supplied Data in compliance with the Style Guide; and
- l) ensure that any Use of the Supplied Data must show the appropriate trade mark notations, which shall be notified to the End User by the Licensor, and shall not tamper with or remove any of the trade mark symbols or notices which are shown on any Supplied Data.

This End User Licence does not give the End User the right to sub-license, distribute, sell or otherwise make available the Supplied Data to third parties save where expressly permitted in writing by the Licensor and Ordnance Survey.

Termination

Either party may terminate this End User Licence with immediate effect at any time by giving notice to the other party in writing.

This End User Licence will terminate automatically with immediate effect in the event that (i) the Licensor's licence with Ordnance Survey is terminated or expires, or (ii) the End User is in material breach of this End User Licence.

The Licensor will inform the End User of such termination as soon as practicable following such termination.

In the event of termination or expiry of this End User Licence, the End User shall within 30 days of such termination or expiry destroy (or at Ordnance Survey's or the Licensor's option return) all the Supplied Data in any media which it holds or for which it is responsible (including any Supplied Data embedded in any other material) and provide, at Ordnance Survey's or the Licensor's request, a sworn statement by a duly authorised person that it no longer holds any Supplied Data.

Those Clauses intended to survive termination or expiry (including, without limitation, Clauses 1, 3.2 d) and e), 4.2 to 4.4, 5, 6, 8, 10, 11 and 12) shall continue in full force and effect notwithstanding such termination or expiry.

Limitation

Subject to Clause 5.2, nothing in this Licence shall make the Licensor liable in contract, delict (including without limitation negligence, pre-contractual or other representations) or otherwise arising out of or in connection with this Licence for:

- m) any economic losses (including without limitation loss of revenues, profits, contracts, business or anticipated savings);
- n) any loss of goodwill or reputation;
- o) any special, indirect or consequential losses in any case whether or not such losses were within the contemplation of the parties at the date of this Licence.

Nothing in this Licence shall exclude or limit liability of a party for death or personal injury resulting from the negligence of that party or its servants, agents or employees or for fraudulent misrepresentation.

The Licensor and Ordnance Survey exclude to the fullest extent permissible by law all express or implied warranties.

Subject to Clause 5.2, the Licensor's total liability in this Licence in aggregate shall not exceed any sum paid by the End User for the Supplied Data.

Indemnity

The End User shall indemnify and keep indemnified the Licensor and/or Ordnance Survey against all their liabilities and losses and all demands, liabilities, claims made, or proceedings brought, against the Licensor and/or Ordnance Survey in respect of any loss or damage and against all costs and expenses reasonably incurred in dealing with or in settling such demands, liabilities, claims or proceedings arising from the acts, omissions or defaults of the End User relating to this Licence or from the breach of any provision of this Licence by the End User except to the extent that any such liability is directly attributable to any negligent act of the Licensor.

The Licensor shall use reasonable endeavours to notify the End User as soon as practicable of any demand or claim made, or proceedings brought against the Licensor in respect of any relevant loss or damage.

Variation

The Licensor shall be entitled to vary this End User Licence with immediate effect by giving notice in writing to the End User.

Auditing

Upon Ordnance Survey's or the Licensor's written request, the End User shall provide written evidence of compliance with its obligations under this End User Licence.

The End User shall maintain accurate and complete records of its use of the Supplied Data. Ordnance Survey and/or the Licensor (and their respective representatives) have the right on reasonable notice during business hours to enter the End User's premises and to inspect and audit its systems, operations and all supporting documentation to ensure the End User's compliance with this End User Licence and to take copies of any necessary records. The End User shall, at its expense, make appropriate employees and facilities available to provide Ordnance Survey and/or the Licensor with all reasonable assistance to enable such inspection, auditing and copying to take place.

The End User will comply with reasonable measures stipulated by Ordnance Survey or the Licensor as a result of any audit.

Assignment, subcontracting and sublicensing

Except as agreed in writing by Ordnance Survey, neither party is entitled to assign, license, transfer or novate any of their rights and/or obligations under this End User Licence.

Rights of Third Parties

Subject to Clause 10.2, a person who is not a party to this End User Licence has no right as a third party to enforce or enjoy the benefit of any term of this End User Licence.

The End User acknowledges the interest of Ordnance Survey in relation to the Supplied Data and the parties hereby confer upon Ordnance Survey the right to enforce the terms of this End User Licence and pursue any claims pursuant to this End User Licence as if it was the Licensor.